to its stockholders. It follows that in the great majority of cases it cannot be shown to be insolvent by considering simply the claims of outside creditors. Accordingly, the claims of members may be shown to prove the propriety of remedies as for insolvency. See *Globe Building & Loan Co.* v. *Wood*, 22 Ky. L. Rep. 1500, 1502, 60 S. W. 858, 860. ENDLICH, BUILDING ASSOCIATIONS, 2 ed., § 511. In like manner, if these associations are to be put through bankruptcy, the claims of the members must be permitted to be shown. But only debts provable in bankruptcy are included in the debts which make a person insolvent and allow a petition in bankruptcy against him. U. S. COMP. STAT., §§ 9585 (11) (12), 9587. So if these associations are to go through bankruptcy at all, their shareholders must be holders of provable claims and so allowed to vote for the trustee.

CARRIERS — PASSENGERS — WHO ARE PASSENGERS — CHILD RIDING FREE AT INVITATION OF MOTORMAN. — The plaintiff, a boy ten years of age, in response to the beckoning of a motorman, boarded the defendant's street car without payment of fare. Owing to the negligence of the motorman in suddenly stopping the car, the plaintiff was thrown off and injured. He now sues the carrier on the theory of breach of duty toward a passenger. *Held*, that the plaintiff may recover. *Hayes* v. *Sampsell*, 113 N. E. 611 (Ill.).

It has long been held that the relation of carrier and passenger can arise otherwise than in contract. *Marshall* v. *The York, etc. Ry.*, 11 C. B. 655; *Austin* v. *Great Western Ry.*, L. R. 2 Q. B. 442. However, the relation is perfected only by an acceptance of the person as a passenger by the carrier. Where the duty of accepting is delegated to an agent, it obviously includes acceptance only on payment of fare. Therefore, it is without the scope of the agent's authority to raise the relation when such payment is not intended. See J. H. Beale, "Carriers and Passengers," 19 HARV. L. REV. 250, 265. Thus adults are generally classed as trespassers when riding with the conductor's permission without payment of fare. *Purple* v. *Union Pacific Ry.*, 114 Fed. 123; *Robertson* v. *New York & Erie R. Co.*, 22 Barb. (N. Y.) 91. *Contra*, *Chattanooga Rapid Transit Co.* v. *Venable*, 105 Tenn. 460, 58 S. W. 861. It must be equally apparent that it is without the scope of the agent's authority to raise the relation with respect to children under similar conditions, since the scope of the authority cannot vary in inverse ratio with the age of the person applying. See *Chicago, etc. Ry.* v. *Casey*, 9 Bradw. (Ill.) 632, 643. However, a number of courts have made an exception to the rule and allowed recovery for a child injured as in the principal case. *Cf. Wilton* v. *Middlesex Ry. Co.*, 107 Mass. 108, with *Robertson* v. *Boston, etc. Ry. Co.*, 190 Mass. 108, 76 N. E. 513. *Cf. Muelhausen* v. *St. Louis Ry. Co.*, 91 Mo. 332, 2 S. W. 315, and *Whitehead* v. *St. Louis, etc. Ry. Co.*, 99 Mo. 263, 11 S. W. 751, with *Snider* v. *St. Joseph Ry. Co.*, 60 Mo. 413. While it seems difficult to say that the true carrier-passenger relation arises in these cases, the courts apparently have in mind an affirmative duty either to exclude children or else admit them as passengers. See *New Jersey Traction Co.* v. *Danbech*, 57 N. J. L. 463, 31 Atl. 1038; *Pittsburg, etc. Ry.* v. *Caldwell*, 74 Pa. St. 421.

CONTRACTS — CONTRACT OF INDEMNITY — WHETHER ASSIGNABLE. — A married woman owned stock in the plaintiff company, and was under heavy liability for calls thereon. In consideration of her executing a transfer of this stock to an infant, the defendant agreed to indemnify her against any liability for calls. The company went into liquidation, and the present holder of the stock being an infant, the woman was placed on the list of contributories. Judgment was recovered against her for calls, but as she had no separate estate, the judgment was fruitless. The liquidator then took an assignment from her of the contract of indemnity and sued defendant to recover the amount of the